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5 Attorneys for Plaintiff
Francisca Moralez

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

11 FRANCISCA MORALEZ,) No. 3:17-cv-05870-EMC
12 Plaintiff,)
13 vs.)
14 DARBRI CORPORATION dba MARKUS)
15 SUPPLY ACE HARDWARE, et al.,)
16 Defendants.)
17 _____)

1 IT IS HEREBY STIPULATED by and between Plaintiff, Francisca Moralez
2 ("Plaintiff"), and Defendants, Darbri Corporation dba Markus Supply Ace Hardware, Cardanal
3 Partners L.L.C., Sharon J. Gordon, Daniel W. Altwarg; and Carol Altwarg ("Defendants"), the
4 parties to this action, by and through their respective counsel, that pursuant to Federal Rule of
5 Civil Procedure 41(a)(1)(A)(ii), the above-captioned action be dismissed **without** prejudice.

6 IT IS FURTHER STIPULATED between Plaintiff and Defendants that the Parties have
7 entered into a Stipulated Judgment, attached hereto as Exhibit "A," which provides for
8 judgment to be entered in Plaintiff's favor in the event that Defendants default on their
9 obligations under the Parties' settlement agreement. The Parties request that the Court retain
10 jurisdiction to enforce the terms of the Stipulated Judgment under the authority of Kokkonen v.
11 Guardian Life Ins. Co. of America, 511 U.S. 375, 381-82 (1994).

12
13 Dated: July 16, 2018

MISSION LAW FIRM, A.P.C.

14
15 /s/ *Tanya E. Moore*
16 Tanya E. Moore
17 Attorneys for Plaintiff,
Francisca Moralez

18 Dated: July 12, 2018

LEADER-PICONE & YOUNG, LLP

Malcom Leader-Picone

19
20 Malcom Leader-Picone
21 Attorneys for Defendants,
22 Darbri Corporation dba Markus Supply Ace
Hardware, Cardanal Partners L.L.C., Sharon J.
Gordon, Daniel W. Altwarg; and Carol Altwarg

23 ATTESTATION

24 Concurrence in the filing of this document has been obtained from each of the individual(s)
25 whose electronic signature is attributed above.

26
27 /s/ *Tanya E. Moore*
28 Tanya E. Moore
Attorneys for Plaintiff
Francisca Moralez

STIPULATION FOR DISMISSAL OF ACTION **WITHOUT** PREJUDICE; [PROPOSED] ORDER

ORDER

The parties having so stipulated,

IT IS HEREBY ORDERED that this action be dismissed without prejudice. The Court will retain jurisdiction to enforce the terms of the Stipulated Judgment under the authority of Kokkonen v. Guardian Life Ins. Co. of America, 511 U.S. 375, 381-82 (1994).

IT IS SO ORDERED.

Dated: 7/18/18



EXHIBIT A

1 Tanya E. Moore, SBN 206683
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Francisca Moralez

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

11 FRANCISCA MORALEZ,) No. 3:17-cv-05870-EMC
12 Plaintiff,)
13 vs.)
14 DARBRI CORPORATION dba MARKUS)
15 SUPPLY ACE HARDWARE, et al.,)
16 Defendants.)
17 _____)

Pursuant to the Confidential Settlement Agreement and Release (“Agreement”) between Plaintiff, Francisca Moralez (“Plaintiff”), and Defendants, Darbri Corporation dba Markus Supply Ace Hardware, Cardanal Partners L.L.C., Sharon J. Gordon, Daniel W. Altwarg; and Carol Altwarg (“Defendants,” and together with Plaintiff, “the Parties”), the Parties, through their attorneys of record, hereby stipulate as follows:

24 1. Plaintiff filed a civil lawsuit against Defendants, Case Number 3:17-cv-05870-
25 EMC (“the Action”). Plaintiff claims in that Action that she is entitled to injunctive relief under
26 the Americans with Disabilities Act (“ADA”), injunctive relief and statutory damages under
27 the California Unruh Civil Rights Act (“Unruh Act”), and injunctive relief under the California
28 Health and Safety Code (“Health and Safety Code”). Plaintiff also sought the recovery of her

STIPULATION FOR ENTRY OF JUDGMENT; JUDGMENT

1 attorneys' fees, costs, and litigation expenses as permitted under both the ADA, the Unruh Act
2 and the Health and Safety Code.

3 2. On or about July 10, 2018, Plaintiff and Defendants entered into the Agreement
4 resolving all claims in the Action. As part of the Agreement, Defendants agreed to pay Plaintiff
5 \$23,000 (the "Settlement Sum") payable in six monthly payments of \$3,833.34 commencing
6 July 20, 2018 (the "Installment Payments"). The Settlement Sum represented a compromised
7 amount of the total amount of damages, fees, costs, and litigation expenses to which the Parties
8 expressly acknowledge Plaintiff was entitled.

9 3. The Agreement further provides that in the event that Defendants fail to make any
10 of their Installment Payments to Plaintiff, Defendants had 15 days from Plaintiff's written
11 notice to Defendants to cure their default by making all remaining payments then due to
12 Plaintiff. If Defendants' default was not cured within such 15 days, then Plaintiff has the right
13 to file this Stipulated Judgment in the amount of \$29,000 ("Judgment") less any Installment
14 Payments made by Defendants. Defendants acknowledge that Plaintiff is entitled to the full
15 \$29,000 for her statutory damages, attorneys' fees, costs, and litigation expenses, and that the
16 \$23,000 Settlement Sum was solely a compromise of this claim for purposes of settlement.

17 4. Defendants have thus far made a total of _____ payments totaling
18 \$_____. On _____, 2018, Defendants defaulted on their Installment Payment
19 obligations. Defendants further failed to cure their default by _____, 2018 after
20 receiving proper notice pursuant to the Agreement on _____, 2018.

21 5. The Parties thereby stipulate that Judgment be entered in favor of Plaintiff and
22 against Defendants in the remaining amount of \$_____.

23 6. This stipulated judgment shall not affect Plaintiff's ability to enforce the non-
24 monetary terms of the Agreement in a separate action.

1 **IT IS SO STIPULATED.**

2

3 Dated: July 16, 2018

4

5 MISSION LAW FIRM, A.P.C.

6

7 */s/ Tanya E. Moore*

8

9 Tanya E. Moore
10 Attorneys for Plaintiff,
11 Francisca Moralez

12 Dated: July 12, 2018

13 LEADER-PICONE & YOUNG, LLP

14 *Malcom*

15

16 Malcom Leader-Picone
17 Attorneys for Defendants,
18 Darbri Corporation dba Markus Supply Ace
19 Hardware, Cardanal Partners L.L.C., Sharon J.
20 Gordon, Daniel W. Altwarg; and Carol Altwarg

21 **JUDGMENT**

22 Pursuant to the Stipulation of the parties, Judgment is hereby entered in favor of Plaintiff
23 and against Defendants in the amount of \$ 23,000.

24 Dated: 7/18/18

25

26 United States District Judge



ATTESTATION

Concurrence in the filing of this document has been obtained from each of the individual(s) whose electronic signature is attributed above.

/s/ *Tanya E. Moore*

Tanya E. Moore
Attorneys for Plaintiff
Francisca Moralez